

Deliver To Recorder's Office

1986 AUG 11 AM 11:03

86345739

12.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE made August 5 19 86, between William G. Roach and Lina M. Roach, his wife, herein referred to as "Mortgagor", and Heritage Crestwood Bank

an Illinois corporation doing business in Crestwood Illinois, herein referred to as Trustee, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of this Note, in the principal sum of Seventeen thousand and 00/100 Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to Heritage Crestwood Bank and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 10.00 per cent per annum in installments as follows: *One hundred eighty-two and 68/100

Dollars on the 5th day of September 19 86 and One hundred eighty-two and 68/100 Dollars on the 5th day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 5th day of August, 2001. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of maximum allowed by law per annum, and all of said principal and interest being made payable at such banking house or trust company in Crestwood, Illinois as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Heritage Crestwood Bank in said City.

NOW, THEREFORE, the Mortgagors to secure payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

* Monthly payments are to include 1/12th of the estimated general real estate taxes.

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, inodor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESS the hand s and seal s of Mortgagors the day and year first above written.

William G. Roach (SEAL) Lina M. Roach (SEAL)

STATE OF ILLINOIS, County of Cook } SS. I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT William G. Roach and Lina M. Roach who are personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 5th day of August, A.D. 19 86

THIS INSTRUMENT WAS PREPARED BY: NAME Danielle Walters, Asst. Vice Pres. HERITAGE CRESTWOOD BANK ADDRESS 13500 S. Cicero, Crestwood, IL 60445 Notary Public Barbara Rodriguez COMM EXP 6-2-90

70-68-517

COOK COUNTY CLERK'S OFFICE

86345739

Unit 23 in Catalina Villas Condominium III as delineated on a survey of the following described real estate: Part of Lot 6 (except the South 242.00 feet of the East 185.00 feet) in Silver Lake Gardens Unit 8, a subdivision of part of the East half of the Northeast quarter of Section 13, Township 36 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium made by Catalina Construction Corporation, an Illinois Corporation, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document Number 86296707 together with its undivided percentage interest in the Common Elements.

Mortgagor also hereby grants to mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

The lien of this mortgage on the common elements shall be automatically released as to the percentage of the common elements set forth in amended declarations filed of record in accordance with the condominium declaration recorded as Document No. 86296707 and the lien of this mortgage shall automatically attach to additional common elements as such amended declarations are filed of record, in the percentages set forth in such amended declarations, which percentages are hereby conveyed effective on the recording of such amended declarations as though conveyed hereby.

Permanent Index Number: 27-13-206-001

2345739